

SERFF Tracking Number: AMAX-125839284 State: Arkansas  
Filing Company: American Association of Insurance Services State Tracking Number: EFT \$300  
Company Tracking Number: AAIS-2008-54  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Inland Marine Guide  
Project Name/Number: Riggers IMG Forms REV 08 08 AAIS-2008-54/AAIS-2008-54

## Filing at a Glance

Company: American Association of Insurance Services

Product Name: Inland Marine Guide SERFF Tr Num: AMAX-125839284 State: Arkansas  
TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$300  
Sub-TOI: 09.0005 Other Commercial Inland Marine Co Tr Num: AAIS-2008-54 State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins  
Author: SPI AAIS Disposition Date: 10/01/2008  
Date Submitted: 09/30/2008 Disposition Status: Filed  
Effective Date Requested (New): 02/01/2009 Effective Date (New): 02/01/2009  
Effective Date Requested (Renewal): Effective Date (Renewal):  
State Filing Description:

## General Information

Project Name: Riggers IMG Forms REV 08 08 AAIS-2008-54 Status of Filing in Domicile:  
Project Number: AAIS-2008-54 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 10/01/2008  
State Status Changed: 10/01/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:  
Re: AAIS-2008-54  
Riggers Inland Marine Guide Forms Revision 08 08  
New and Revised Forms and Schedule

Dear Sir or Madam:

On behalf of our affiliated companies, the American Association of Insurance Services (AAIS) is filing a new form and

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schedule for the Riggers' class, which is a Commercial Inland Marine class that is traditionally considered "non-filed" (the AAIS Inland Marine Guide).

The new form and schedule contain a 08 08 edition date. There is also a revised endorsement with an edition date of 08 08. These forms represent an addition to the Inland Marine Guide forms currently on file in your state.

The Filing Memorandum provides background for this submission and detailed descriptions of the materials being filed. Copies of the form, endorsement and Schedule are enclosed.

We propose that the form ,endorsement, and schedule described in this filing become effective February 1, 2009. Companies will be advised to take the filing action outlined in the attached company action exhibit.

Please be advised that, once approved, the materials that are the subject of this filing will also be provided to affiliated companies in an electronic format. We will be happy to furnish you the same material electronically, upon request. Due to differences in printer configurations or other hardware or software differences, the appearance of the materials that are the subject of this filing may be altered slightly when produced by another system. Such alterations will be cosmetic only and will not affect the content of the filed materials.

## Company and Contact

### Filing Contact Information

Jolanda Staten, Filing Specialist	jolandas@aaisonline.com
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Wheaton, IL 60187-8132	(630) 681-8356[FAX]

### Filing Company Information

American Association of Insurance Services	CoCode: 31400	State of Domicile: Delaware
1745 S. Naperville Road	Group Code:	Company Type:
Wheaton, IL 60187-8132	Group Name:	State ID Number:
(630) 681-8347 ext. [Phone]	FEIN Number: 36-2021360	
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## **Filing Fees**

*Fee Required?*      *Yes*  
*Fee Amount:*      *\$300.00*  
*Retaliatory?*      *No*  
*Fee Explanation:*  
*Per Company:*      *No*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Association of Insurance Services	\$300.00	09/30/2008	22834583

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Filed	Llyweyia Rawlins	10/01/2008	10/01/2008

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## Disposition

Disposition Date: 10/01/2008

Effective Date (New): 02/01/2009

Effective Date (Renewal):

Status: Filed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Filed	Yes
Supporting Document	AR - FORM FILING ABSTRACT F-1	Filed	Yes
Supporting Document	Filing Memo	Filed	Yes
Supporting Document	Copyright Notice	Filed	Yes
Supporting Document	IM 2007 08 08 to 09 06 AR	Filed	Yes
Supporting Document	AR IMG Forms Company Action Exhibit	Filed	Yes
Form	Riggers Legal Liability Coverage	Filed	Yes
Form	Schedule of Coverages, Riggers' Legal Liability Coverage	Filed	Yes
Form	Amendatory Endorsement Arkansas	Filed	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Filed	Riggers Legal Liability Coverage	IM 7151	08 08	Policy/Coverage Form		49.60	IM 7151.PDF
Filed	Schedule of Coverages, Riggers' Legal Liability Coverage	IM 7156	08 08	Declaration New s/Schedule		0.00	IM 7156.PDF
Filed	Amendatory Endorsement Arkansas	IM 2007	08 08	Endorsement/Amendment/Conditions	Replaced Form #: IM 2007 Previous Filing #: AR-PC-06-021737	53.17	IM 2007.PDF

## RIGGERS' LEGAL LIABILITY COVERAGE

In this coverage form, the words "you" and "your" mean the persons or organizations named as the insured on the declarations and the words "we", "us", and "our" mean the company providing this coverage.

Refer to the Definitions section at the end of this coverage form for additional words and phrases that have special meaning. These words and phrases are shown in quotation marks.

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### AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Riggers' Legal Liability Coverage Form. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

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### COVERAGE

1. **Legal Liability Coverage** -- "We" cover "your" legal liability for loss or damage to covered property while under "your" care, custody, and control.

"We" only pay those sums that "you" become legally obligated to pay as a rigger, millwright, or contractor:

- a. by statute or case law; or
- b. under a "rigging", millwright, or construction contract issued by "you" or issued on "your" behalf.

2. **We Do Not Cover** -- "We" do not pay for costs, expenses, fees, fines, penalties, or damages resulting from "your" violation of any law or regulation relating to any delay in payment, denial, or settlement of any claim.

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### PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property of others that is in "your" care, custody, and control for "rigging" operations.
2. **Coverage Limitation** -- "We" only cover property of others while at a location for the purposes of:
  - a. "rigging";
  - b. assembling or dismantling work in connection with a "rigging" project; or
  - c. other operations incidental to a "rigging" project.
3. **Time Limitation** -- In no event will "we" cover loss to property of others beyond the period of time for which "you" are legally liable.

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### PROPERTY NOT COVERED

1. **Airborne Property** -- "We" do not cover property while airborne including property while being lifted or moved by a helicopter.

This exclusion does not apply to property while in transit on a regularly scheduled airline flight.



2. **Buildings, Structures, And Land** -- "We" do not cover buildings, structures, or land.

However, "we" do provide coverage for property covered in connection with any building or structure that is part of "your" "rigging", assembling, or dismantling project.

3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
4. **Contractors Equipment** -- "We" do not cover contractors equipment, tools, hoists, jacks, lifts or property of similar kind used in "your" "rigging" operations.
5. **Money And Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
6. **Service Fee** -- "We" do not cover property that "you" accept without charging a "rigging" or service fee.
7. **Trees, Shrubs, And Plants** -- "We" do not cover trees, shrubs, plants, or lawns.
8. **Waterborne Property** -- "We" do not cover property while waterborne except while in transit in the custody of a carrier for hire.
9. **Vehicles** -- "We" do not cover vehicles, including trailers or other conveyances designed and used for the transporting of covered property.

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## COVERAGE EXTENSIONS

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**Provisions That Apply To Coverage Extensions** -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

### 1. **Claim Mitigation Expense** --

- a. **Coverage** -- "We" pay necessary and reasonable claim mitigation expense "you" incur to prevent further loss of or damage to covered property
- b. **Coverage Limitation** -- "We" only pay claim mitigation expense if that expense is incurred within a 12-hour period after a covered loss or damage occurs.
- c. **Limit** -- The most "we" will pay for claim mitigation expense is \$10,000 in any one occurrence.

No Deductible applies to this Coverage Extension.

### 2. **Debris Removal** --

- a. **Coverage** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.

- b. **We Do Not Cover** -- This coverage does not include costs to:

- 1) extract "pollutants" from land or water; or
- 2) remove, restore, or replace polluted land or water.

- c. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

- d. **Additional Limit** -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

- e. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

3. **Defense Costs** --

- a. **Coverage** -- "We" have the option to defend any "suit" brought against "you" as a result of loss or damage to covered property caused by a covered loss. "We" may investigate and settle a claim or "suit".
- b. **Coverage Limitation** -- "We" do not have to provide a defense after "we" have paid the "limit" as a result of a judgment or written settlement.
- c. **You Must Not** -- "You" must not:
- 1) admit liability for a loss, settle a claim, or incur expense without "our" written consent; or
  - 2) interfere with "our" negotiation for a settlement.

- d. **Covered Expenses** -- "We" will pay the following expenses associated with any "suit" "we" defend:

- 1) expenses which "we" incur while investigating and defending the "suit";
- 2) actual loss of "your" salary, up to \$250 per day, for "your" time spent away from work at "our" request;
- 3) expenses that "you" incur at "our" request;
- 4) all costs that "you" are required to pay as a result of any "suit" "we" defend;
- 5) interest that accrues after entry of a judgment, until "we" tender, deposit in court, or pay "our" part of the judgment;
- 6) interest that is awarded against "you" before the entry of a judgment, if "we" make an offer to settle the "suit", "we" will not pay any interest that accrues after the offer to settle; and
- 7) cost of a bond for the release of attachments, "we" are not required to furnish a bond itself.

No deductible applies.

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## SUPPLEMENTAL COVERAGES

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**Provisions That Apply To Supplemental Coverages** -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

#### 1. **Contract Penalty --**

- a. **Coverage** -- "We" pay the cost of contractual penalties for non-completion that "you" are assessed or are required to pay because "you" are unable to complete a covered "rigging" project on time in accordance with the terms or conditions of the "rigging" contract.
- b. **Coverage Limitation** -- "Your" inability to complete the "rigging" project on time must be a direct result of loss or damage by a covered peril to covered property.
- c. **Limit** -- The most "we" pay in any one occurrence for all contractual penalties is \$10,000.

#### 2. **Earned Charges --**

- a. **Coverage** -- "We" pay earned "rigging" charges that are due "you" and that become uncollectible as a direct result of covered loss or damage to covered property.
- b. **Limit** -- The most "we" pay in any one occurrence for all earned charges is \$2,500.

#### 3. **Expediting Expenses --**

- a. **Coverage** -- When a covered peril occurs to covered property, "we" pay for reasonable expediting expenses necessary to complete the "rigging" project within the time frame specified in the "rigging" contract.

Expediting expenses include, but are not limited to, additional:

- 1) labor or overtime;
- 2) transportation costs and storage expense;
- 3) expense to rent additional equipment; and
- 4) similar "rigging" expenses.

- b. **Limit** -- The most "we" pay in any one occurrence for all expediting expenses is \$10,000.

#### 4. **Pollutant Cleanup And Removal --**

- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

- d. **Limit** -- The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

#### 5. **Property In Storage** --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to covered property while in storage awaiting "rigging".
- b. **Time Limitation** -- "We" only cover property while in storage for 30 days following the arrival of the property at the storage location.
- c. **Limit** -- The most "we" pay in any one occurrence for loss to property while in storage is \$10,000.

#### 6. **Transit** --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to covered property while in transit to a location for "rigging".
- b. **Limit** -- The most "we" pay in any one occurrence for loss to property in transit is \$10,000.

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### PERILS COVERED

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"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

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### PERILS EXCLUDED

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1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

- c. **Ordinance Or Law** -- "We" do not pay for loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris.

"We" do not pay for loss regardless if the loss is caused by or results from the:

- 1) enforcement of any code, ordinance, or law even if a building or structure has not been damaged; or

- 2) increased costs that "you" incur because of "your" compliance with a code, ordinance, or law during the construction, repair, rehabilitation, remodeling, or razing of a building or structure, including the removal of debris, following a direct physical loss to the property.

d. **Penalties** -- Except as provided under Supplemental Coverages - Contract Penalty, "we" do not pay for loss caused by penalties for non-completion or non-compliance with any contract terms or conditions.

e. **War And Military Action** -- "We" do not pay for loss caused by:

- 1) war, including undeclared war or civil war; or
- 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War And Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

a. **Contamination Or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

b. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

c. **Defects, Errors, And Omissions** -- "We" do not pay for loss caused by an act, defect, error, or omission (negligent or not) relating to:

- 1) design, specifications, construction, materials or workmanship;
- 2) planning, zoning, development, siting, surveying, grading, or compaction; or
- 3) maintenance, installation, renovation, remodeling, or repair.

d. **Electrical Currents** -- "We" do not pay for loss caused by arcing or by electrical currents other than lightning.

But if arcing or electrical currents other than lightning result in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- e. **Explosion, Rupture, Or Bursting** -- "We" do not pay for loss caused by explosion, rupture, or bursting of steam boilers, steam or gas turbines, steam pipes, or steam engines.

This exclusion applies only to loss or damage to the steam boilers, steam or gas turbines, steam pipes, or steam engines in which the loss occurred.

- f. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.

- g. **Mechanical Breakdown** -- "We" do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force.

But if a mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- h. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- i. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or

- 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- j. **Rain, Snow, Ice, Or Sleet** -- "We" do not pay for loss caused by rain, snow, ice, or sleet to property in the open which is not part of the permanent building or structure.

This exclusion does not apply to property in the custody of carriers for hire.

- k. **Temperature/Humidity** -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.

- l. **Testing** -- "We" do not pay for loss caused by testing including start-up, performance, stress, pressure, or overload testing of the covered property.

- m. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

- n. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

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## WHAT MUST BE DONE IN CASE OF LOSS

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1. **Notice** -- In case of a loss, "you" must:
  - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
  - b. give notice to the police when the act that causes the loss is a crime.
2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
  - a. **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
  - b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
  - a. the time, place, and circumstances of the loss;
  - b. other policies of insurance that may cover the loss;
  - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
  - d. changes in title of the covered property during the policy period; and
  - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

---

## VALUATION

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1. **Property Of Others** -- "We" will pay the lesser of:
  - a. **Actual Cash Value** -- The value of covered property will be based on the actual cash value at the time of the loss (with a deduction for depreciation).
  - b. **Your Liability For Covered Property** -- "We" will not pay more for loss to covered property than the amount of "your" liability for the property plus the cost of labor, materials or services furnished or arranged by "you".

The amount of "your" liability will be based on an amount lawfully set by "you" in a "rigging", millwright, or construction contract issued by "you" or issued on "your" behalf.
2. **Pair Or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
3. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

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## HOW MUCH WE PAY

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1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.

3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., 5., and 6. under How Much We Pay, "we" pay the lesser of:

- a. the amount determined under Valuation;
- b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
- c. the "limit" that applies to the covered property.

"We" will not pay more than the amount "you" are legally liable for under a "rigging", millwright, or construction contract issued by "you" or issued on "your" behalf.

4. **Limits** --

- a. **Project Limit** -- The most "we" pay for loss at any one location or any one "rigging" project is the Any One Project Limit indicated on the "schedule of coverages".
- b. **Catastrophe Limit** -- The most "we" pay in any one occurrence is the Catastrophe Limit indicated on the "schedule of coverages" regardless if an occurrence or loss involves:
  - 1) one or more locations;
  - 2) one or more "rigging" projects; or
  - 3) any combination of locations, "rigging" projects, or coverages described under Coverage Extensions or Supplemental Coverages.

5. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.



6. **Insurance Under More Than One Policy --**

- a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
- b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

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## LOSS PAYMENT

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1. **Loss Payment Options --**

- a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
  - 1) pay the value of the lost or damaged property;
  - 2) pay the cost of repairing or replacing the lost or damaged property;
  - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
  - 4) take all or any part of the property at the agreed or appraised value.

- b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses --**

- a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:
  - 1) a satisfactory proof of loss is received; and
  - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. **Property Of Others --**

- a. **Adjustment And Payment Of Loss To Property Of Others** -- Losses to property of others may be adjusted with and paid to:
  - 1) "you" on behalf of the owner; or
  - 2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any "suits" brought by the owners at "our" expense.

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## REPORTING CONDITIONS

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If indicated on the "schedule of coverages", the following reporting conditions apply.

1. **Reports --**

- a. **You Will Report To Us --** Within 30 days after the end of each reporting period indicated on the "schedule of coverages", "you" will report to "us" the total receipts (collected and uncollected) earned from "your" "rigging" projects during the reporting period indicated on the "schedule of coverages". Receipts include the amounts "you" earn from materials, labor, reasonable overhead and profit, and delivery charges that are part of "your" "rigging" projects.
- b. **Cancellation --** If "your" coverage is canceled, "you" will report the total receipts (collected and uncollected) earned from "your" "rigging" projects up to and including the date of cancellation and pay any additional premium due.

2. **Premium Computation And Adjustment --**

The premium will be adjusted as of each adjustment period indicated on the "schedule of coverages". The total computed premium will be determined by multiplying the total earned receipts by the rate indicated on the "schedule of coverages".

- a. **Annual Adjustment --** When an annual adjustment period is indicated on the "schedule of coverages", "we" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the schedule.

- b. **Other Adjustment Period --** When any other premium adjustment period is indicated, "we" will apply the computed premium to the deposit premium until it is exhausted. "You" will pay "us" all premiums that exceed the deposit premium. At the end of the policy period, if the computed premium is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages".

3. **Provisions That Affect How Much We Pay --** The following provisions apply to reports that are submitted and may affect How Much We Pay:

- a. **Failure To Submit Reports --** If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit".
- b. **Reported Values Are Less Than The Full Value --** If "your" last report before a loss shows less than the actual total receipts earned during the reporting period, "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total receipts "you" reported divided by the total receipts "you" actually earned from "your" projects during the reporting period.
- c. **We Will Not Pay More Than The Limit --** "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.

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## OTHER CONDITIONS

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1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.  
  
If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.  
  
The appraisers will then determine and state separately the amount of each loss.  
  
The appraisers will also determine the value of covered property items at the time of the loss, if requested.  
  
If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the amount of the loss.  
  
Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".
2. **Bankruptcy Of An Insured** -- Bankruptcy or insolvency of an insured does not relieve "us" of "our" obligations under this coverage.
3. **Benefit To Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.

4. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
5. **Estates** -- This provision applies only if the insured is an individual.
  - a. **Your Death** -- On "your" death, "we" cover the following as an insured:
    - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
    - 2) "your" legal representative.  
This person or organization is an insured only with respect to property covered by this coverage.
  - b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.
6. **Misrepresentation, Concealment Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
  - a. "you" or any other insured have willfully concealed or misrepresented:
    - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
    - 2) "your" interest herein.
  - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
7. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
8. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
  - a. "you" must notify "us" promptly if "you" recover property or receive payment;

- b. "we" must notify "you" promptly if "we" recover property or receive payment;
- c. any recovery expenses incurred by either are reimbursed first;
- d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
- e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.

9. **Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".

10. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

11. **Suit Against Us** -- No "suit" may be brought against "us" unless:

- a. all of the "terms" of this coverage have been complied with; and
- b. the amount of the insured's liability has been determined by:
  - 1) a final judgment against an insured as a result of a trial; or
  - 2) a written agreement by the insured, the claimant, and "us".

No person has a right under this coverage to join "us" or implead "us" in actions that are brought to determine an insured's liability.

12. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

13. **Carriers For Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

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## ADDITIONAL COVERAGE LIMITATIONS

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**When Coverage Ceases** -- Coverage ends when one of the following first occurs:

- 1. this policy expires or is canceled;
  - 2. the covered property is accepted by the owner;
  - 3. "your" insurable interest in the covered property ceases;
  - 4. "you" abandon "your" "rigging", millwright, or construction project with no intent to complete it;
  - 5. the "rigging", millwright, or construction project has been completed for more than 30 days; or
  - 6. the covered property has been put to its intended use.
- 

## DEFINITIONS

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- 1. "Limit" means the amount of coverage that applies.
- 2. "Pollutant" means:
  - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and

- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
- 3. "Rigging" means rigging or millwright operations including, but not limited to:
  - a. moving, erecting, hoisting, or lifting or lowering machinery or equipment; and
  - b. installing or disassembling machinery or equipment.
- 4. "Schedule of coverages" means:
  - a. all pages labeled schedule of coverages or schedules that pertain to this coverage; and
  - b. declarations or supplemental declarations that pertain to this coverage.
- 5. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
- 6. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

- 7. "Suit" means a judicial proceeding that has been set up to determine liability and damages for loss to property of others that consists of covered property that is in "your" care, custody, or control. Judicial proceedings also include arbitration proceedings in the event that "you" may be required to submit to arbitration.
- 8. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
- 9. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

## SCHEDULE OF COVERAGES RIGGERS' LEGAL LIABILITY COVERAGE

(The entries required to complete this schedule  
will be shown below or on the "schedule of coverages".)

**Any One Project "Limit"** \$ \_\_\_\_\_

**Catastrophe "Limit"** \$ \_\_\_\_\_

"Limit"

### COVERAGE EXTENSIONS

Claim Mitigation Expense \$ \_\_\_\_\_

Additional Debris Removal Expenses \$ \_\_\_\_\_

Defense Costs covered

### SUPPLEMENTAL COVERAGES

Contract Penalty \$ \_\_\_\_\_

Earned Charges \$ \_\_\_\_\_

Expediting Expenses \$ \_\_\_\_\_

Pollutant Cleanup And Removal \$ \_\_\_\_\_

Property In Storage \$ \_\_\_\_\_

Transit \$ \_\_\_\_\_

### REPORTING CONDITIONS (check one)

☐ Reporting Conditions waived

☐ Reporting Conditions applicable as described below:

Reporting Period (check one)

☐ Monthly

☐ Quarterly

☐ Annual

**Additional Premium Due After Expiration** -- When the premium for the coverage provided by this policy is based upon reports of value, any additional premium owed to "us" is due on the due date that appears on the billing notice.

**REPORTING CONDITIONS** (continued)

Adjustment Period (check one)

☐ Monthly      ☐ Quarterly      ☐ Annual

Reporting Rate \$\_\_\_\_\_

## Premiums

Deposit Premium \$\_\_\_\_\_

Minimum Premium \$\_\_\_\_\_

**DEDUCTIBLE**

Deductible Amount \$\_\_\_\_\_

## OPTIONAL COVERAGES AND ENDORSEMENTS

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## **AMENDATORY ENDORSEMENT ARKANSAS**

1. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.

2. Under What Must Be Done In Case Of Loss, Proof Of Loss is amended to include the following:

If "you" report a loss to "us", "we" will send "you" the necessary forms within 20 days after "you" first report the loss.

3. Under Other Conditions, Appraisal is amended to include the following:

This provision is non-binding on both parties and will apply only if "you" and "we" voluntarily agree to appraisal.

4. Under Other Conditions, Subrogation is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

5. In all coverage forms except Cold Storage Locker Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage, under Other Conditions, item b. of Suit Against Us is deleted and replaced by the following:

b. the suit is commenced within five years after the loss.



<i>SERFF Tracking Number:</i>	<i>AMAX-125839284</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Association of Insurance Services</i>	<i>State Tracking Number:</i>	<i>EFT \$300</i>
<i>Company Tracking Number:</i>	<i>AAIS-2008-54</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Inland Marine Guide</i>		
<i>Project Name/Number:</i>	<i>Riggers IMG Forms REV 08 08 AAIS-2008-54/AAIS-2008-54</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: AMAX-125839284 State: Arkansas  
Filing Company: American Association of Insurance Services State Tracking Number: EFT \$300  
Company Tracking Number: AAIS-2008-54  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Inland Marine Guide  
Project Name/Number: Riggers IMG Forms REV 08 08 AAIS-2008-54/AAIS-2008-54

## Supporting Document Schedules

**Review Status:**  
**Bypassed -Name:** Uniform Transmittal Document-  
Property & Casualty **Filed** 10/01/2008  
**Bypass Reason:** Not Required.  
**Comments:**

**Review Status:**  
**Satisfied -Name:** AR - FORM FILING ABSTRACT F-  
1 **Filed** 10/01/2008  
**Comments:**  
**Attachment:**  
AR - FORM FILING ABSTRACT F-1.PDF

**Review Status:**  
**Satisfied -Name:** Filing Memo **Filed** 10/01/2008  
**Comments:**  
**Attachment:**  
Filing Memo.PDF

**Review Status:**  
**Satisfied -Name:** Copyright Notice **Filed** 10/01/2008  
**Comments:**  
**Attachment:**  
Copyright Notice.PDF

**Review Status:**  
**Satisfied -Name:** IM 2007 08 08 to 09 06 AR **Filed** 10/01/2008  
**Comments:**  
**Attachment:**  
IM 2007 08 08 to 09 06 AR.PDF

**Review Status:**

SERFF Tracking Number: AMAX-125839284 State: Arkansas  
Filing Company: American Association of Insurance Services State Tracking Number: EFT \$300  
Company Tracking Number: AAIS-2008-54  
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine  
Product Name: Inland Marine Guide  
Project Name/Number: Riggers IMG Forms REV 08 08 AAIS-2008-54/AAIS-2008-54  
**Satisfied -Name:** AR IMG Forms Company Action Filed 10/01/2008  
Exhibit

**Comments:**

**Attachment:**

AR IMG Forms Company Action Exhibit.PDF



ARKANSAS INSURANCE DEPARTMENT

Form F-1  
Rev. 4/96

FORM FILING ABSTRACT

**ALL QUESTIONS MUST BE ANSWERED**

**Page 1 of 2**

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 09/30/2008
2. Company Name(s) American Association of Insurance Services
- Group Name \_\_\_\_\_ NAIC No. 31400 Group No. 0000
3. (a) Annual Statement Line of Business Number (Page 14) 9.0  
(b) Class of Business Commercial Inland Marine  
© Coverages Affected See Memo
4. (a) Name of Advisory Organization, if any We are an advisory organization.  
(b) Affiliations with Advisory Organization: Member ( ☐ ) Subscriber ( ☐ )
5. Is this a reference filing? Yes ( ☐ ) No ( ☐ ) If yes, please provide the following:  
(a) Name of Advisory Organization (or Affiliated Company) \_\_\_\_\_  
(b) Date of Filing \_\_\_\_\_  
© Filing Designation Number or Description \_\_\_\_\_

**PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM**

7. Has the form(s) been approved for use in your domiciliary state and/or other states?  
Yes
8. Is the form filed in response to or due to legislation? If so, specify legislation.  
No
9. Is the form in response to or due to recent court decisions? If so, give citation.  
No

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Signature

Filing Specialist

Title

630-681-8347

Telephone Number

**Page 2 of 2**

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
IM 2007 09 06	02/01/2009	IM 7151 08 08	Riggers Legal Liability Coverage
	02/01/2009	IM 7156 08 08	Schedule of Coverages, Riggers' Legal Liability Coverage
	02/01/2009	IM 2007 08 08	Amendatory Endorsement Arkansas

# **AMERICAN ASSOCIATION OF INSURANCE SERVICES INLAND MARINE GUIDE (TRADITIONAL NON-FILED INLAND MARINE) FORMS AND ENDORSEMENTS FILING MEMORANDUM**

The American Association of Insurance Services (AAIS) is filing a new form and schedule for the Riggers' class, which is a Commercial Inland Marine class that is traditionally considered "non-filed" (the AAIS Inland Marine Guide).

The new form and schedule contain a 08 08 edition date. These forms represent an addition to the Inland Marine Guide forms currently on file in your state.

Within this memorandum, a description is provided for the new form and schedule. A state amendatory endorsement (if any) will be used to amend the coverage form to comply with legislative requirements. Copies of the countrywide form and schedule submitted for approval are enclosed with this filing.

## **RIGGERS' FORM AND SCHEDULE**

**IM 7151 08 08, Riggers' Legal Liability Coverage** - This form provides coverage for the insured's legal liability for property of others while in the insured's care, custody, or control for rigging or millwright operations. Loss or damage for property of others is covered if the insured is liable for the loss or damage, and coverage is provided up to the amount of the insured's legal liability. Both the insured's legal liability for loss or damage and the amount of the insured's liability are subject to case law or the contract between the insured and the owner of the property.

Coverage Extensions include Claim Mitigation Expense, Debris Removal, and Defense Costs. Supplemental Coverages include Contract Penalty, Earned Charges, Expediting Expenses, Pollutant Cleanup And Removal, Property In Storage, and Transit.

**IM 7156 08 08 Schedule Of Coverages, Riggers' Legal Liability Coverage** - This schedule can be used with the IM 7151 to indicate limits and deductible amounts.

**IMPORTANT NOTICE:**

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Underlined matter is new; crossed-out matter is deleted.

AAIS

IM 2007 ~~09-068~~ 08

Page 1 of 1

This endorsement changes  
the policy

-- PLEASE READ THIS CAREFULLY --

---

## AMENDATORY ENDORSEMENT ARKANSAS

1. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.

2. Under What Must Be Done In Case Of Loss, Proof Of Loss is amended to include the following:

If "you" report a loss to "us", "we" will send "you" the necessary forms within 20 days after "you" first report the loss.

3. Under Other Conditions, Appraisal is amended to include the following:

This provision is non-binding on both parties and will apply only if "you" and "we" voluntarily agree to appraisal.

4. Under Other Conditions, Subrogation is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

5. In all coverage forms except Cold Storage Locker Coverage, Motor Truck Cargo Legal Liability Coverage, Riggers' Legal Liability Coverage, and Warehouse Legal Liability Coverage, under Other Conditions, item b. of Suit Against Us is deleted and replaced by the following:

b. the suit is commenced within five years after the loss.

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IM 2007 ~~09-068~~ 08

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# AMERICAN ASSOCIATION OF INSURANCE SERVICES

## COMPANY ACTION EXHIBIT

### ARKANSAS

#### FORMS AND ENDORSEMENTS

Companies that have granted AAIS filing authority for forms and endorsements for this line of insurance:

- can adopt an AAIS forms and endorsements filing, without modifications, on the effective date designated by AAIS without notifying the Arkansas Insurance Department (ARID).
- can adopt an AAIS forms and endorsements filing on an earlier effective date by notifying the ARID at least 30 days before their chosen effective date.
- can adopt an AAIS forms and endorsements filing on a later effective date by notifying the ARID at least 30 days before the effective date designated by AAIS.
- can modify an AAIS forms and endorsements filing by establishing an effective date and submitting their modifications to the ARID at least 30 days before their chosen effective date.
- can choose not to adopt an AAIS forms and endorsements filing by notifying the ARID on or before the effective date designated by AAIS.

Companies that have not granted AAIS filing authority for forms and endorsements for this line of insurance:

- can adopt an AAIS forms and endorsements filing by establishing an effective date and making a reference filing with the ARID at least 30 days before their chosen effective date. A reference filing should contain only transmittal forms and the filing reference numbers. Copies of AAIS filed and approved materials should **not** be included in a reference filing.

Include the AAIS and state file numbers in all correspondence with the ARID.